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July 5, 1996

Mr. William F. Caton  
Acting Secretary  
Federal Communications Commission  
1919 M Street, NW, Room 222  
Washington, DC 20554

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FCC MAIL ROOM

RE: Restrictions on Over-the-Air Reception Devices, CS Docket No. 96-83; and  
Preemption of Local Zoning Regulation of Satellite Earth Stations, IB Docket No. 95-59/

Dear Mr. Caton:

We write to request clarification regarding the possible effect on our business of the rules proposed in the above dockets. An original and 13 copies of this letter are enclosed for filing in the record. We understand that the proposed rules would invalidate "non-governmental restrictions" that "impair" a viewer's ability to receive video programming over the air, through a wireless cable or similar system, or by direct broadcast satellite

Roger C. Perry & Co. owns and/or operates multi-unit, residential apartment buildings. Consequently, we have entered into thousands of leases with our residents. We are concerned that our leases might contain terms that are "non-governmental restrictions" that "impair" viewing, but we do not know how the proposed rules would be applied. This uncertainty could very well create unnecessary disputes with our residents

We would appreciate your guidance in determining which provisions of our lease contain terms that might be considered "non-governmental restrictions" or "impairments" under the rules you propose in our circumstances

Accordingly, we enclose a copy of one of our representative lease forms. Please read it and let us know which terms of the enclosed form would violate either of the proposed rules.

Thank you for your assistance.

Sincerely,

  
Roger C. Perry

RCP/ds

Enclosures



7710 OLENTANGY RIVER ROAD • COLUMBUS, OHIO 43255-1555 • (614) 846-7550 • FAX (614) 846-2735

MAILING ADDRESS: BOX 747 • WORTHINGTON, OHIO 43085



# RENTAL AGREEMENT

THIS RENTAL AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, by and between the Owner of the premises described below, said Owner being hereinafter referred to as "Owner", and/or "Landlord", or "Lessor", through its agent, Roger C. Perry & Co., Property Management Division, hereinafter referred to as "Agent", and \_\_\_\_\_ hereinafter referred to as "Tenant" or "Lessee".

WITNESSETH, that Owner, in consideration of the rents to be paid and the covenants and agreements to be performed by Tenant does hereby rent the following described premises, situated in the \_\_\_\_\_, County of Franklin, State of Ohio, and known as \_\_\_\_\_.

Tenant agrees to occupy said premises for the term of \_\_\_\_\_ months, said term to commence on \_\_\_\_\_, 19\_\_\_\_\_, and end on \_\_\_\_\_, 19\_\_\_\_\_, or as extended as herein provided, and agrees to pay without demand the annual rental of \$\_\_\_\_\_, payable in equal monthly installments of \$\_\_\_\_\_ on or before the monthly anniversary date of the rental agreement. Said rents (and the security deposit hereinafter mentioned) are to be paid in full to Roger C. Perry & Co., Property Management Division, 7710 Olentangy River Road, Columbus, Ohio 43235, or such other place as shall be designated by Agent. The representations made on the rental application are made to induce the Owner to enter into this Rental Agreement.

1. **CONDITION OF PREMISES:** The Lessee accepts said premises in their present condition and agrees to keep said premises in a good clean condition; to make no alterations or additions to the same; to commit no waste thereon; to obey all laws and ordinances affecting said premises; to replace all glass broken or cracked; to pay for all screens damaged or lost; to repay the Lessor the cost of all repairs made necessary by the negligent or careless use of said premises; and to surrender the premises at the termination hereof in like condition as when taken, reasonable wear and damage by the elements excepted.

2. **PAYMENTS:** Tenant agrees to pay the stipulated rent in full in advance, and agrees further that the acceptance by Agent of rental payments after the due date shall in no manner constitute a waiver of Owner's rights in the event of Tenant's failure to make rental payments as herein prescribed and agreed, nor will it be considered as a change in the date upon which the Tenant is required to pay said rent. Rent received at the office of Roger C. Perry & Co., Property Management Division, Agent for the Lessor, 7710 Olentangy River Road, or such other place as shall be designated by Agent. Lessee further agrees to pay Lessor \$25.00 late fee, over and above the regular rent, if rent is paid after the fifth day of the month. This late fee must be paid in full with rental payment. Postmark of mailing dates shall not be considered. Payments (whether of rent or late charges or both) made by check, must, upon presentation to the bank upon which said check is drawn, be honored; otherwise, said payments shall be considered to be in default. In the event of such default, Tenant shall immediately make such payments good by delivering to Agent the cash equivalent. No cash payments will be accepted at the rental offices. Cash payments will be accepted only at 7710 Olentangy River Road. Payments received are to be first applied to the payment for damages, then to late charges, delinquent rent, water and sewage, any other outstanding charges, and the balance to current rent. In event the Lessor or its Agent is required to process a check of the Lessee which has been returned by the bank for any reason, the Lessor or its Agent will notify said Lessee and thereupon the amount of the check, plus a handling charge in the amount of twenty five (\$25.00) dollars, shall become due and payable within 24 hours of said notification.

3. **POSSESSION:** It is understood that if the Lessee shall be unable to enter into and occupy the premises leased at the time above provided by reason of said premises not being ready for occupancy, or by reason of the holding over of any previous occupant of said premises, or as a result of any cause or reason beyond the direct control of the Lessor, the Lessor shall not be liable in damages to the Lessee therefor but during the period the Lessee shall be unable to occupy said premises as hereinbefore provided the rental therefor shall be abated. If said Lessor is not able to deliver possession to said Lessee within thirty days of the date named for the commencement of said term, the Lessee may cancel and terminate this lease.

4. **PROPERTY DAMAGE:** In case of partial destruction or injury to said premises by fire, the elements or other casualty, the lessor shall repair the same with reasonable dispatch after notice to him of such destruction or injury. In the event said premises are rendered totally untenable by fire, the elements or other

casualty, or in the event the building of which the demised premises are a part (through the demised premises may not be affected) be so injured or destroyed that the Lessor shall decide within a reasonable time not to rebuild, the term hereby granted shall cease and the rent be paid up to the date of such injury or damage.

5. **ENTRY:** The Lessee agrees that the Lessor, its agent, janitor, watchman and employees may enter said premises at any time with pass key or otherwise to examine same or to make needed repairs to said premises. By approving a service request giving consent to entry, the Lessee consents to having the requested service considered an emergency. Except in emergency cases or if it is impracticable to do so, the Lessor will give the Lessee a reasonable notice of his intent to enter and enter only a reasonable times. Twenty-four (24) hours is presumed to be a reasonable notice in the absence of evidence to the contrary. In emergency cases the Lessor shall have the right to enter any apartment at reasonable hours to examine the same, or to make repairs, additions and alterations as Lessor shall deem necessary for the safety, preservation, or restoration of the building, or for the safety or convenience of the occupants thereof.

6. **OCCUPANCY:** Tenant agrees that the premises will be used for residential purposes only, and will be occupied only by the following \_\_\_\_\_ and his family consisting of \_\_\_\_\_ persons and the premises will not be used or allowed to be used for any unlawful or immoral purposes, nor for any purposes deemed hazardous by Owner or Owner's insurance company because of fire or other risk, and the Tenant will conform with and obey laws, ordinances, rules, regulations, requirements, and orders of all governmental agencies or subdivisions having jurisdiction of said premises and the use and occupancy thereof. Specifically and without limitation, Tenant shall comply with Section 5321.05 of the Ohio Revised Code. No pets nor animals will be permitted without the prior written permission of Owner or Agent. Any permission so granted may be revoked at any time by the Lessor.

7. **ASSIGNMENT:** Tenant may not assign this Rental Agreement or sublet the premises or any part thereof, rente herein without the prior written consent of Owner. It is understood that the terms Lessor and Lessee shall include the executor administrators, successors, heirs and assigns of the parties hereto.

8. **RULES AND REGULATIONS:** Tenants, guests and invitees agree that the Rules and Regulations of Owner, a copy of which Tenant herewith acknowledges to have received, are hereby made a part of this Rental Agreement and agrees to abide by and observe the same for the orderly use, safety, care, cleanliness and the preservation of the property and any reasonably additions or modifications to the same issued by the Owner during the term of the Rental Agreement or any extension.

9. **SECURITY DEPOSIT:** Tenant has deposited with Agent the sum of \$\_\_\_\_\_, to guarantee the return of the premises to Owner, at the termination of this Rental Agreement or extension thereof, in as good or better condition as accepted reasonable usage excepted, and to indemnify Owner against damage, loss, fees or expense caused by the Tenant's occupancy. **In no case can the security deposit be used by Tenant for rent due Owner.** At the termination of this Rental Agreement,

extension thereof, by a written thirty (30) day notice including a forwarding address, the deposit, which shall bear no interest, will be returned to Tenant, on or before the 30th day after Tenant vacates the premises, after deducting any amounts due to cover replacement of keys, damage to the premises, unpaid utilities, unpaid rent, cleaning or restoration of the premises and any other amounts due owner, provided, however, that if the tenant vacates the premises prior to the end of the term and the Owner or Agent have been able to re-rent the premises, an additional charge of One Hundred (\$100.00) Dollars will be retained by Owner for re-renting the premises and the Tenant will be liable in addition for rent to the date the premises are re-rented. **If the Owner or Agent have not been able to re-rent the premises, the Tenant will be liable for rent and utility charges to the end of the term.** Tenant will also be charged for recleaning the premises. The security deposit less any deductions incurred will be returned only if said thirty (30) days' notice is given with a forwarding address. If unpaid rent, damages and back-charges exceed the security deposit, the Tenant agrees to pay this amount.

10. **ESCALATION:** If, in the judgment of the Lessor during the period of this Rental Agreement, a rental increase is necessary to defray the increased expenses incurred by Lessor for taxes, labor, materials or other costs, the Lessor, after first giving thirty (30) days written notice to Tenant, may increase the monthly rental up to \$10.00 per month; however, it is expressly understood that the said rental will not be increased more than \$10.00 during the term of the Rental Agreement; when the Tenant goes on a month to month basis, no restriction applies.

11. **LIABILITY:** Tenant agrees at all times to indemnify and save, protect and keep harmless the Owner and the Premises from every and all costs, loss, damage, liability, expense, penalty and fine whatsoever which may arise from or be claimed against the Owner, the Agent or the Premises by any person or persons for any injuries or damages to person or property of whatever kind or character consequent or arising from the use or occupancy of the Premises by the said Tenant or consequent upon or arising from any neglect or fault of the Tenant, in the use and occupancy of the Premises, or consequent upon or arising from any failure by the Tenant so to comply and conform with all laws, statutes, ordinances and regulations now or hereafter enacted (except such as are the obligations of the Owner hereunder) and if any suit or proceeding shall be brought against the Owner or the Premises, on account of any alleged violations hereof or failure to comply and conform therewith or account of any damage, omission, neglect or use of the Premises by the Tenant, or any other person on the Premises except Owner, its Agents or employees, the Tenant agrees that the Tenant will defend the same and will pay whatever judgments may be recovered against the Owner or against the Premises on account thereof. **Tenant agrees to carry renters insurance covering personal property, bodily injury and property damage to others, and save the Landlord harmless the risk insured therein.**

12. **NON-LIABILITY:** Owner shall not be liable (1) for any expense, damage or injury done or occasioned by or from the use or failure of appliances, electrical, gas, water, steam, odors, oil heating, ventilating, air conditioning, plumbing, sprinkler and sewer systems in, upon or about the Premises or the building on the Premises; (2) for any damages or injury occasioned by water, snow or ice being upon or coming through the roof, ceilings, walls, windows, doors, sewers or otherwise; (3) any damage or injury arising from acts of negligence of co-tenants or other occupants of the building or buildings of which the Premises may form a part; (4) for the acts of any owners or occupants of adjoining or contiguous property; (5) for damage or injury incurred by reason of necessary forced entry or attempt thereof; (6) or by the public or caused by operations or construction of any private, public, or quasi-public work. Owner shall not be liable for any damage or injury occasioned by reason of the construction of the Premises or for failure to keep Premises in repair unless written notice, by Certified Mail, of the need for repairs has been given Owner and a reasonable time has elapsed, and Owner fails to make such repairs. In any event, Owner shall not be liable for any damage to Tenant's lease hold improvements, fixtures or possessions resulting from fire or other insurable hazards regardless

of the cause thereof, and Tenant hereby releases Owner from all liability for such damage (including subrogation claims by Tenant's insurance carrier).

13. **DEFAULT:** If the rent herein provided for shall at any time be in arrears or unpaid, or if the Tenant shall violate or fail to observe any of the terms, conditions, rules and regulations set forth and referred to herein, or if the premises are used in a manner objectionable to the Landlord, or if the occupant of said premises, in the opinion of the Landlord, disturbs or annoys other tenants in said premises, the Landlord shall be entitled to immediate possession of the premises. After default, Owner or Agent may commence eviction proceedings or may move and store the Tenant's personal property and shall thereafter have a lien and claim on same for storage expense and unpaid rent, as provided by Sec. 5321.15 (B) of the Ohio Revised Code. Such re-entry shall not constitute trespass and shall not prejudice any of the remedies which might otherwise be provided by law, and upon re-entry the rights of Tenant to possession shall terminate, and the Owner or Agent may re-enter the Premises, and the Tenant agrees to pay rent to the end of the term if the Owner or Agent are unable to re-rent the Premises.

14. **RENEWAL:** This agreement shall be automatically renewed on a month to month basis after \_\_\_\_\_, 19\_\_\_\_, unless the party desiring cancellation shall notify the other party of his desire to cancel, at least thirty (30) days prior to the end of the term set out herein. Such notification shall be in writing and in case of Tenant, left at or mailed to the place where the rent for the premises is payable. Notification of cancellation by the lessor will be sent to Tenant at his place of residence by Certified Mail.

15. **VACATING PREMISES:** Upon the termination of this Rental Agreement or any extension thereof Tenant shall yield immediate possession to Owner and return the keys for said premises to Agent. Tenant agrees to leave the premises in a broom clean condition and to notify Agent, in writing thirty (30) days in advance of his intention to vacate, giving the exact date Tenant will vacate premises, and his or her forwarding address. In the event Tenant does not yield immediate possession to the Owner in accordance with the written notice, the Tenant shall be liable for any damages and/or expenses incurred by a new tenant or Owner. These damages and/or expenses shall include, but not be limited to, the cost of storing the property of the new tenants and their living expense until the premises are surrendered and made ready for the new tenant's occupancy or rent loss to the Owner due to cancellation by the new tenants, or damages brought against owner by the new tenant due to failure to deliver the premises.

16. **APPLIANCES:** In accordance with Section 5321.05 of the Ohio Revised Code, Tenant agrees to maintain in good working order, and condition any range, refrigerator, disposal, range hood, dishwasher, or any other appliances supplied by the Landlord.

17. **UTILITIES:** Tenant agrees to pay all charges and bills incurred for water, sewer, storm water (if any), issued by municipal or other service providers, Water Master or other firm's billing fees or sub-metering fees; trash removal; gas; electricity; and telephone, which may be assessed or charged against the Tenant or Owner for the premises during the term of this Rental Agreement or any continuation thereof.

18. **ALTERATIONS:** Tenant agrees not to make any alterations or painting, or covering walls with any material whatsoever, to the premises rented herein without the prior written consent of the Owner or Agent.

19. **COMPLIANCE:** Lessor shall have the right at all times to require strict compliance with all covenants and provisions of this Rental Agreement, notwithstanding any conduct or custom on the part of the Lessor in refraining from so doing at any time or times, and the waiver by Lessor at any time of any breach or condition of this Rental Agreement by the Lessee shall not be or affect any change or the terms hereof or constitute or become a waiver of subsequent breach, and Lessor may discontinue any facilities furnished and services rendered by the Lessor, not expressly covenanted for herein, it being expressly understood that they constitute no part of the consideration of this Rental Agreement.

IN WITNESS WHEREOF, the Lessor and the Lessee have executed these presents, the day and year first above mentioned.

ROGER C. PERRY & CO.  
Property Management Division, Agent

OWNER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
Agent for Lessor

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessee

## ADDENDUM TO LEASE

Receipt is hereby acknowledged by the undersigned "Landlord", of deposit of \$\_\_\_\_\_.

It is mutually understood that prior to the time that the Tenant pays his first month's rent, the Landlord may return this deposit to the Tenant, and thereby release the Landlord from any obligation to provide a house for the Tenant.

In the event Tenant fails to pay the first month's rent prior to the start of the rental period, the deposit shall be forfeited and the rental agreement thereupon shall be null and void.

Tenant agrees to execute a twelve month's lease for the above described dwelling unit upon the regular form furnished by Landlord and agrees to abide by the rules and regulations established by Landlord as amended from time to time.

Management agrees that, subject to the conditions listed below, this security deposit will be returned in full.

Undersigned agrees that this security deposit may not be applied as rent, and that the full monthly rent will be paid on or before the first day of every month including the last month of occupancy.

### RELEASE OF THE SECURITY DEPOSIT IS SUBJECT TO THE FOLLOWING PROVISIONS:

1. Full term of lease has expired.
2. Thirty days *written* notice was given prior to leaving apartment.
3. No damage to property beyond normal wear and tear.
4. Entire apartment, including range, exhaust fan, refrigerator, bathroom, closets, basement, garage, cabinets and fireplace are clean. Refrigerator to be defrosted.
5. No stickers, scratches or holes on walls. All burned out light bulbs to be replaced. All smoke detectors operating.
6. No damage to carpet beyond normal wear and tear.
7. No unpaid late charges, delinquent rents or unpaid maintenance charges.
8. All keys returned upon last day of occupancy.
9. All debris, rubbish and discards (no large objects i.e. appliances, furniture, etc.) placed in proper rubbish containers.
10. Forwarding address left with management.

The costs of labor and materials for cleaning and repairs, and delinquent payments will be deducted from Security Deposit if the above 10 provisions are not complied with. The Security Deposit will be refunded by a check, within 30 days, mailed to the forwarding address, made payable to all persons signing the Lease Agreement. Refunds cannot be picked up at the office.

All windows, screens and storm windows are intact.

Rental unit taken "as is" and the following are missing: \_\_\_\_\_

You are responsible for broken windows and door glass. You are responsible for all holes punched into, or rips made in the screens. Some of our homes are equipped with self-closing storm doors. You are responsible for any damage to these doors.

The following keys were received: \_\_\_\_\_

If keys are not returned upon your move-out, you will be charged a minimum of \$50.00 for each lock changed. Mail box locks will be changed for a minimum of \$30.00. We do not provide keys after office hours if you are locked out.

I understand that while I am a resident at a property owned or managed by Roger C. Perry & Co. I may not house a pet in my residence without written permission.

I understand that while I am a resident I may not paint my apartment and may not apply any type wall covering, borders etc. without written permission.

Lessor does hereby rent and lease to Lessee for Lessee's use upon the described premise, the following items of personal property:

Lessee has examined said items prior to signing this Supplemental Agreement and acknowledges that the same are in good and workable condition and a satisfactory state of finish, and that no representation as to the condition thereof has been made by the Lessor or Lessor's agents which is not herein expressed and the Lessee hereby accepts the same in the present condition.

Lessee agrees to keep said items in good repair, not to remove the same from said premises; to turn over to Lessor, upon the surrender of the premises, the said items in as good order and condition as the same are now, reasonable usage thereof and damage by fire or other unavoidable casualty, excepted, and agrees to replace all such items as shall be broken, damaged or missing with other comparable articles of equal value.

Lessee further agrees that the Lessor may remove the personal property herein for the nonpayment of the agreed consideration after 48 hours has been given of such intention by the Lessor.

IN WITNESS WHEREOF the parties have hereunto subscribed their names as of the year and day first written above.

LEASE AMENDMENT

The undersigned Roger C. Perry & Co., hereinafter referred to as "Landlord," and "Tenants," hereby agree as follows:

- A. Landlord has installed in said premises one smoke detector on each level.
- B. Tenants acknowledge that said Tenants have inspected the premises and a smoke detector has been installed in the above described premises at the following locations: \_\_\_\_\_  
Columbus, Ohio.
- C. Further, Tenants acknowledge that said smoke detector is operating properly on the date indicated below.
- D. Tenants further acknowledge that the Landlord has advised them and Tenants hereby agree that: (I) Tenants will not remove the battery or batteries from the smoke detector located in the above described premises; (II) Tenant will replace any battery or batteries that go dead in the smoke detector; (III) Tenants will test the smoke detector described above at least one (1) time every seven (7) days and if smoke detector is not functioning properly, the Tenants agree to immediately notify the Landlord in writing, that the smoke detector is not functioning properly (with the exception of a new battery which the Tenant agrees to replace), and (IV) Tenants agree to allow Landlord access to said premises to repair or replace said smoke detector. (Landlord agrees that he will, within seventy-two (72) hours after he receives actual written notice that the smoke detector is not functioning properly, repair or replace said smoke detector )
- E. Tenants further agree to permit Landlord, with reasonable notice and a reasonable times, access to the premises so that Landlord may inspect, repair, and/or replace said smoke detector.
- F. Further, Tenant or Tenants for themselves, their administrators, heirs and assigns, hereby release the Landlord from any and all injuries, loss of property or other damages incurred by the Tenants caused by the smoke detector's installed in the above mentioned property, failure to operate due to:
  - 1. Tenants' failure to inspect said smoke detector.
  - 2. Tenants' removal of batteries in said smoke detector.
  - 3. Tenants' failure to notify Landlord, in writing, that the smoke detector is not operating properly.
  - 4. Manufacturer's defects.
- G. Further, Tenants agree to save Landlord harmless for any injuries or damages incurred by any person due to Tenants' failure to comply with the provisions set forth above
- H. In all other respects, the Lease Agreement between the Landlord and the Tenants shall remain in full force and effect as originally executed.

Date \_\_\_\_\_

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant